

1 BILL NO. S-83-02- 34

2 SPECIAL ORDINANCE NO. S- 49-83

3 AN ORDINANCE approving a contract  
4 by the City of Fort Wayne by and  
through its Board of Public Works  
5 and John Dehner, Inc. for Res.  
374-82, sewer repairs for Third  
6 Street.

7 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The next Contract, made a part hereof,  
10 by The City of Fort Wayne by and through its Board of Public  
11 Works and John Dehner, Inc. for Res. 374-82, Third Street Sewer  
12 Repairs, is hereby ratified and affirmed and approved in all re-  
13 spects. The work under said Contract requires:

14 the excavating and lining and/or replace-  
15 ment of sewers. Federal Emergency Manage-  
16 ment Agency Damage Survey Report #044886  
17 covers 2,600 Feet of 72" Sewer on Third  
Street, #047085, Third Street Outfall,  
and #047084 covers Intersection of Third  
Street and Calhoun Street;

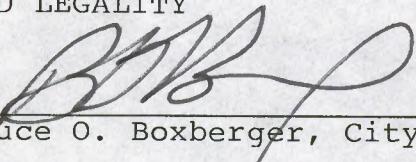
18 the Contract price is Seven Hundred Ninety-Six Thousand Three  
19 Hundred Twelve and Sixty-Four/100 Dollars (\$796,312.64).

20 SECTION 2. Prior approval was received from Council  
21 with respect to this Contract on February 2, 1983. Two copies  
22 of the Contract attached hereto are on file with the Clerk's  
23 Office and a copy of said Contract is on file with the Board of  
24 Public Works, and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage, and any and all necessary  
27 approval by the Mayor.

28  
29 Victor L. Scruggs  
30 Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

33   
34 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 19, the 19 day of March, at 10:00 o'clock A.M., E.S.T.

DATE: 2-22-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BRADBURY</u>	<u>X</u>				
<u>BURNS</u>	<u>X</u>				
<u>EISBART</u>	<u>X</u>				
<u>GiaQUINTA</u>	<u>X</u>				
<u>SCHMIDT</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>SCRUGGS</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 3-8-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-49-83 on the 8th day of March, 1983.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Bay-Lee Bork  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 1983, at the hour of 2:00 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of March, 1983, at the hour of 11 o'clock A.M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR. - MAYOR

72-198-18  
2/3/82

THIS CONTRACT, made the 2nd day of February, 1983, by and between JOHN DEHNER, INC., FORT WAYNE, INDIANA, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of GROUP 9 SEWER REPAIRS, RESOLUTION NO. 374-82, THIRD STREET, DSR NUMBERS 044886, 047085 and 047084 for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

**ARTICLE II. THE CONTRACT PRICE.** The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Seven Hundred Ninety-Six Thousand, Three Hundred Twelve Dollars and Sixty-Four Cents (\$796,312.64).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

**ARTICLE III. COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, including Addenda Nos. 1 and 2
  - a. Instructions to Bidders
  - b. General Conditions of the Contract
  - c. Supplementary Conditions
  - d. Detailed Specifications and FEMA Regulations
5. Drawings
  - a. Detailed Drawings
  - b. City of Fort Wayne Standards

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**ARTICLE IV. GUARANTEE.** The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or

which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

JOHN DEHNER, INC.

Contractor

ATTEST:

Edward J. Dehner

By

John Dehner

Secretary

President

Title

Title

(SEAL)

ATTEST:

Sandra E. Kennedy

Click

Title

CITY OF FORT WAYNE

Owner

J. M. G. Parker

R. K. Anderson

Aug. R. Collier

BOARD OF PUBLIC WORKS

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INC., FORT WAYNE, INDIANA, as principal, and United States Fidelity and Guaranty Co. as surety, are held and firmly bound unto the Board of Public Works for the benefit of the City of Fort Wayne, Indiana, hereinafter called the Owner, in the penal sum of Seven Hundred Ninety-Six Thousand, Three Hundred Twelve Dollars and Sixty-Four Cents (\$796,312.64) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 3rd day of February, 1983.

The condition of this obligation is such that whereas the above named principal did, on the 3rd day of February, 1983, enter into a Contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of GROUP 9 SEWER REPAIRS, RESOLUTION NO. 374-82, THIRD STREET, DSR NUMBERS 044886, 047085 and 047084 as described and defined in said Contract and in the specifications and drawings prepared by Bonar & Associates, Inc. which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Seven Hundred Ninety-Six Thousand, Three Hundred Twelve Dollars and Sixty-Four Cents (\$796,312.64) and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC-5-15-5

(1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 2nd day of February, 1983, affixed our signatures and corporate seals to three (3) executed, original counterparts of this bond.

ATTEST:

Edward L. Dehner  
Secretary

JOHN DEHNER, INC.

Principal

By John Dehner  
Authorized Agent President

ATTEST:

Barbara A. Huston

UNITED STATES FIDELITY & GUARANTY

Surety

Diane F. Green  
Attorney-in-Fact

BILL NO. S-83-02-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and John Dehner, Inc. for Res.  
374-82, sewer repairs for Third Street

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HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 01 PASS.

VICTURE L. SCRUGGS, CHAIRMAN

*Victure Scruggs*

SAMUEL J. TALARICO, VICE CHAIRMAN

*Samuel J. Talarico*

DONALD J. SCHMIDT

*DS*

MARK E. GIAQUINTA

*Mark E. GiaQuinta*

PAUL M. BURNS

*Paul M. Burns*

*3-8-83*

CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

TITLE OF ORDINANCE Contract with John Dehner, Inc., for Res. 374-82, Sewer Repairs 6194  
at Third Street  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works J-83-02-34  
SYNOPSIS OF ORDINANCE This is for contract with John Dehner, Inc. for Res. 374-82,  
Third Street Sewer Repairs. The work requires the excavating and lining and/or replace-  
ment of sewers. Federal Emergency Management Agency Damage Survey Report #044886  
covers 2,600 Feet of 72" Sewer on Third Street, #047085, Third Street Outfall, and  
#047084 covers Intersection of Third Street and Calhoun Street.

PRIOR APPROVAL RECEIVED 2/8/82

EFFECT OF PASSAGE Repair of flood damage.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$796,312.64

ASSIGNED TO COMMITTEE

*Reaufs*